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Recorded 30.1963 at P. 379
Request of SECURITY TITLE COMPANY
HARRY TAGGERT CHASE
Recorder, Salt Lake County, Utah
\$ 4.00 By Dea. F. J. [unclear] Deputy
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Return to Mr. Henager, # 101129

AGREEMENT AND RELEASE OF RESTRICTIVE COVENANTS

THIS AGREEMENT AND RELEASE OF RESTRICTIVE COVENANTS, made this 13th day of July, 1963, between ESTEL L. WRIGHT and LEAH M. WRIGHT, his wife, hereinafter designated as OWNER and KENNETH GIETZ and CHERYL GIETZ, his wife; GENE O'DELL and COREENE O'DELL, his wife; and LINTON C. CLARIDGE and LENORA L. CLARIDGE, his wife, hereinafter designated as BUYERS, witnesseth:

WHEREAS, by a certain Restrictive Covenant Agreement and Release of Option bearing date of December 17, 1957, between OWNER herein and Granger Shopping Center, Inc. the following described real property located in Salt Lake County, State of Utah:

Beginning at a point 33 feet West and 33 feet South from the Northeast corner of the Northwest quarter of Section 33, Township 2 South, Range 1 West, Salt Lake Meridian and running thence South 287 feet; thence West 297 feet; thence North 287 feet; thence East 297 feet, to the place of beginning

was impressed with the following restrictive covenants:

No manufacturing enterprise of any kind shall ever be maintained upon, or in connection with the property herein described nor shall any supermarket, food store, bakery, produce house, drug-store, soft goods or department store, variety store, or hardware store ever be maintained or operated upon, or in connection with the property herein described; providing however, that this covenant shall not restrict the operation on the real property above described of a professional pharmacy the sole business of which is for the dispensing and sale of prescription pharmaceuticals, or any other business permitted by law and not hereinabove described; and

WHEREAS, BUYERS have acquired all right, title and interest of OWNER herein and Granger Shopping Center, Inc. in the above described real property; and

WHEREAS, OWNER and BUYERS mutually desire that the above mentioned restrictive covenants impressed upon the above described real property be forever abandoned and released, excepting however, the covenants preventing the operation therefrom of a supermarket, food store or bakery,

NOW THEREFORE, in consideration of the premises and the sum of Ten and no/100ths Dollars (\$10.00) paid by BUYERS to OWNER, receipt of which is hereby acknowledged, OWNER and BUYERS agree as follows:

1. The above mentioned restrictive covenants impressed upon the above described real property by that certain Restrictive Covenant Agreement and Release

STATE OF ARIZONA :
 : ss.
COUNTY OF Maricopa :
 :

On this 26th day of June, 1963, before me the undersigned Notary Public personally appeared KENNETH GIETZ and CHERYL GIETZ, his wife; GENE O'DELL and COREENE O'DELL, his wife; and LINTON C. CLARIDGE and LENORA L. CLARIDGE, his wife

known to me to be the persons who executed the foregoing Agreement and Release of Restrictive Covenants as BUYERS, and the said persons acknowledged to me that they executed the same.

Robert A. Schaller
Notary Public
Residing at
My commission expires 3-2-64

STATE OF IDAHO)
COUNTY OF ADA) SS/

On this 13th day of July, 1963, before me, the undersigned, -a Notary Public in and for the State of Idaho, personally appeared J. L. Berlin, to me known to be the Assistant Secretary of A. T. P. Incorporated, the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS MY HAND and official seal hereto affixed the day and year in this certificate first above written.

My commission expires:
3-22-65

Minnie B. Armstrong
Notary Public for Idaho
Residing at Boise, Idaho